

Waiver, Release and Indemnity Agreement (Butlerville Days Parade)

IN CONSIDERATION OF the city of Cottonwood Heights (the “*City*”) allowing me and/or my minor child(ren) (collectively, the “*Participant*”) to participate in the Butlerville Days parade sponsored by the City (the “*Parade*”), I hereby freely agree to and make the following contractual representations and agreements for myself and the Participant. This document (this “*Release*”) shall be binding on each Participant and the Participant’s heirs, insurers, personal representatives, guardians, administrators and assigns.

1. I acknowledge that participating in the Parade and associated activities involves some degree of risk, and I fully realize, and I have explained to any other Participant, the dangers of participating in the Parade. **I voluntarily assume, for myself and the Participant, all risks associated with such participation**, including, without limitation, the dangers of collision with pedestrians, vehicles or fixed or moving objects; the dangers arising from surface hazards (including potholes), equipment failure, weather conditions, inadequate safety equipment, use of equipment or materials provided by the City and others, inadequate adult supervision, and the negligence of the Participant or others; and the possibility of serious physical and/or mental trauma, injury or death associated with the Parade or associated activities.

2. Before the Parade, I will inspect the facilities and the equipment to be used in the Parade and, if I believe that anything is unsafe, I will immediately so advise the City’s representatives at the Parade and will refuse to allow the Participant to participate in the Parade until such unsafe conditions are corrected.

3. I will accompany and supervise any minor Participant in the Parade. I agree that the City has no responsibility to supervise the Participant in the Parade.

4. The Participant does not have any physical or mental condition which would endanger the Participant or others through participation in the Parade. I agree that provision of medical services and other aid rendered to the Participant during or after the Parade is not an admission of liability.

5. I understand that the Parade may be photographed, filmed or recorded. I agree that any resulting likeness of the Participant may be used for any legitimate purpose by the City and Parade sponsors.

6. **I waive, release and forever discharge** the City, any Parade sponsors, or any of their respective officers, employees, agents, licensees, volunteers, or other related parties, the owners or occupants of any premises used in the Parade, or any other participants in the Parade (collectively, the “*Released Parties*”), from any and all claims, demands, losses, liabilities, damages, costs and fees (including attorneys fees) on account of any personal illness or injury (including death) or property damage arising from or in any way relating to the Participant’s participation in the Parade, whether caused by negligence or otherwise. I acknowledge and agree that an effect of this Release is to free the Released Parties from any liability for injuries or death sustained by the Participant resulting from the Participant’s participation in the Parade. I understand that if the Participant is injured in the Parade, this Release will be used against me, the Participant and anyone else claiming damage.

7. This Release shall be governed by Utah law. This Release may not be modified orally. If any provision of this Release is unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity of any remaining provisions.

8. I reserve the right to terminate this Release upon at least ten days' prior written notice to the City, whereupon City may disallow the Participant's future participation in any Parade.

DATED effective ____ July 20____.

FOR PARTICIPANTS AGED 18 AND OVER:

I have read this Release and have not attempted to change it orally. Although I will give up substantial rights by signing this Release, I sign this Release voluntarily with the intent to be bound by its provisions as specified above.

Name (Printed)

Signature

FOR PARTICIPANTS AGED UNDER 18:

Name of Minor Participant:_____ Age:_____ Sex:_____

Name of Minor Participant:_____ Age:_____ Sex:_____

Name of Minor Participant:_____ Age:_____ Sex:_____

Name of Minor Participant:_____ Age:_____ Sex:_____

I am the parent/guardian with legal responsibility for the minor Participant specified above. To induce the City and the other Released Parties to allow the Participant to participate in the Parade, I enter into this Release for myself and on behalf of the Participant, and **further agree to indemnify and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs and fees (including attorneys fees) on account of any personal illness or injury (including death) or property damage to the Participant or others arising from or in any way relating to the participation of the Participant in the Parade**, whether caused by negligence or otherwise. I have read this Release and have not attempted to change it orally. Although I will give up substantial rights by signing this Release, I sign this Release voluntarily with the intent to be bound by its provisions as specified above.

Name of Parent/Guardian (Printed)

Signature of Parent/Guardian